

GREENBERG TRAURIG, LLP

Vincent H. Chieffo (SBN 49069)

chieffov@gtlaw.com

Valerie W. Ho (SBN 200505)

hov@gtlaw.com

Nina D. Boyajian (SBN 246415)

boyajiann@gtlaw.com

Matthew R. Gershman (SBN 253031)

gershmanm@gtlaw.com

1840 Century Park East, Suite 1900

Los Angeles, CA 90067-2121

Telephone: (310) 586-7700

Facsimile: (310) 586-7800

*Attorneys for Plaintiffs and Counterclaim Defendants
CatchPlay Inc. (Cayman) and CatchPlay Inc. (Taiwan)*

WEINGARTEN BROWN LLP

Alex M. Weingarten (SBN 204410)

aw@wblp.com

Ruth M. Moore (SBN 216848)

rm@wblp.com

Leslie A. Eggers (SBN 275394)

le@wblp.com

10866 Wilshire Blvd., Suite 500

Los Angeles, CA 90024-4340

Telephone: (310) 229-9300

Facsimile: (310) 229-9380

*Attorneys for Defendant Johnny Lin and
Defendant-Counterclaimant Studio Solutions Group, Inc.*

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA -- WESTERN DIVISION**

CATCHPLAY INC. (CAYMAN) and
CATCHPLAY INC. (TAIWAN),

Plaintiffs,

vs.

STUDIO SOLUTIONS GROUP, INC.
and JOHNNY LIN,

Defendants.

AND RELATED COUNTERCLAIMS

CASE NO. CV 12-07525 GW (JCx)

**AMENDED STIPULATED
PROTECTIVE ORDER**

[CHANGES MADE BY COURT]

Magistrate Judge: Hon. Jacqueline
Chooljian

Complaint Filed: August 31, 2012

1 **1. PURPOSES AND LIMITATIONS**

2 Disclosure and discovery activity in this action are likely to involve
 3 production of confidential, proprietary, or private information for which special
 4 protection from public disclosure and from use for any purpose other than prosecuting or
 5 defending the “Litigation” (as that term is defined below) would be warranted.
 6 Accordingly, the parties hereby stipulate to and petition the court to enter the following
 7 Stipulated Protective Order. The parties acknowledge that this Order does not confer
 8 blanket protections on all disclosures or responses to discovery and that the protection it
 9 affords extends only to the limited information or items that are entitled under the
 10 applicable legal principles to treatment as confidential. The parties further acknowledge,
 11 as set forth in Section 10 below, that this Stipulated Protective Order creates no
 12 entitlement to file confidential information in this action under seal; Civil Local Rule 79-
 13 5 sets forth the procedures that must be followed and reflects the standards that will be
 14 applied when a party seeks permission from the court to file material under seal in this
 15 action.

16 **2. DEFINITIONS**

17 2.1 Party: any party to this action, including all of its officers, directors,
 18 employees, consultants, retained experts, and Outside Counsel (and their support staff)
 19 (as that term is defined below).

20 2.2 Disclosure or Discovery Material: all items or information, regardless
 21 of the medium or manner generated, stored, or maintained (including, among other
 22 things, testimony, transcripts, or tangible things) that are produced or generated in
 23 disclosures or responses to discovery in this action.

24 2.3 “Confidential Information or Items”: is limited to information that
 25 concerns or relates to a trade secret or other confidential research, development or
 26 commercial information the disclosure of which may cause significant harm to the
 27 competitive position of the Producing Party (as that term is defined below).
 28

1 2.4 “Highly Confidential – Attorneys’ Eyes Only” Information or Items:
 2 extremely sensitive “Confidential Information or Items” whose disclosure to another
 3 Party or non-party would create a substantial risk of serious injury that could not be
 4 avoided by less restrictive means.

5 2.5 Receiving Party: a Party that receives Disclosure or Discovery
 6 Material from a Producing Party in this action.

7 2.6 Producing Party: a Party or Non Party (as that term is defined below)
 8 that produces Disclosure or Discovery Material in this action.

9 2.7. Designating Party: a Party or Non Party that designates information
 10 or items that it produces in disclosures or in responses to discovery as “Confidential” or
 11 “Highly-Confidential Attorneys’ Eyes Only.”

12 2.8 Protected Material: any Disclosure or Discovery Material that is
 13 designated as “Confidential” or as “Highly Confidential – Attorneys’ Eyes Only.”

14 2.9. Outside Counsel: attorneys who are not employees of a Party but who
 15 are retained to represent or advise a Party in this action and other attorneys who are not
 16 employees of a Party but who are retained to represent or advise a Party in the Litigation
 17 and who have agreed in writing to be bound by the terms of this Order.

18 2.10 House Counsel: attorneys who are employees of a Party.

19 2.11 Counsel (without qualifier): Outside Counsel and House Counsel (as
 20 well as their support staffs).

21 2.12 Expert: a person with specialized knowledge or experience in a
 22 matter pertinent to the Litigation, who has been retained by a Party or its Counsel to
 23 serve as an expert witness or as a consultant in the Litigation and who is not a past or a
 24 current employee of a Party or of a competitor of a Party and who, at the time of
 25 retention, is not anticipated to become an employee of a Party or a competitor of a Party.
 26 This definition includes a professional jury or trial consultant retained in connection with
 27 the Litigation.
 28

1 2.13 Professional Vendors: persons or entities that provide litigation
 2 support services (e.g., photocopying; videotaping; translating; preparing exhibits or
 3 demonstrations; organizing, storing, retrieving data in any form or medium; etc.) and
 4 their employees and subcontractors.

5 2.14 Litigation: includes (i) this action, case number 2:12-cv-07525-GW
 6 (JCx), and (ii) the pending civil and criminal actions in Taiwan and related subsequent
 7 actions brought by CatchPlay Inc. (Cayman), and/or CatchPlay Inc. (Taiwan) (together,
 8 “CatchPlay”) against Wayne Chang, and companies owned, operated or controlled by
 9 Wayne Chang, including Media Development Corp. and E-Zon Corporation, and the
 10 pending civil and criminal actions in Taiwan and related subsequent actions brought by
 11 Wayne Chang and/or companies owned, operated or controlled by Wayne Chang against
 12 CatchPlay, Daphne Yang and Harvey Chang (the “Taiwan Litigation”).

13 2.15 Non Party: persons or entities that are not a Party and who have
 14 agreed in writing to be bound by this Order.

15 **3. SCOPE**

16 The protections conferred by this Stipulation and Order cover not only
 17 Protected Material (as defined above), but also any information copied or extracted
 18 therefrom, as well as all copies, excerpts, summaries, or compilations thereof, plus
 19 testimony, conversations, or presentations by parties or counsel to or in court or in other
 20 settings that might reveal Protected Material.

21 **4. DURATION**

22 Even after the termination of this action, the confidentiality obligations
 23 imposed by this Order shall remain in effect until a Designating Party agrees otherwise in
 24 writing or a court order otherwise directs.

25 **5. DESIGNATING PROTECTED MATERIAL**

26 5.1 Exercise of Restraint and Care in Designating Material for Protection.
 27 Each Party or Non Party that designates information or items for protection under
 28 this Order must take care to limit any such designation to specific material that qualifies

1 under the appropriate standards. A Designating Party must take care to designate for
2 protection only those parts of material, documents, items, or oral or written
3 communications that qualify so that other portions of the material, documents,
4 items, or communications for which protection is not warranted are not swept
5 unjustifiably within the ambit of this Order.

6 Mass, indiscriminate, or routinized designations are prohibited. Designations
7 that are shown to be clearly unjustified, or that have been made for an improper purpose
8 (*e.g.*, to unnecessarily encumber or retard the case development process, or to impose
9 unnecessary expenses and burdens on other parties), expose the Designating Party to
10 sanctions.

11 If it comes to a Designation Party's attention that information or items that it
12 designated for protection do not qualify for protection at all, or do not qualify for the
13 level of protection initially asserted, that Designating Party must promptly notify all other
14 parties that it is withdrawing the mistaken designation.

15 5.2 Manner and Timing of Designations. Except as otherwise provided
16 in this Order (see, *e.g.*, second paragraph of section 5.2(a), below), or as otherwise
17 stipulated or ordered, material that qualifies for protection under this Order must be
18 clearly so designated before the material is disclosed or produced.

19 Designation in conformity with this Order requires:

20 (a) for information in documentary form (apart from transcripts of
21 depositions or other pretrial or trial proceedings), that the Producing Party affix the
22 legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
23 ONLY" on each page that contains protected material. If only a portion or portions of the
24 material on a page qualifies for protection, the Producing Party also must clearly identify
25 the protected portion(s) (*e.g.*, by making appropriate markings in the margins) and must
26 specify, for each portion, the level of protection being asserted (either
27 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY").
28

(b) for testimony given in deposition, that the Party or Non-Party offering or sponsoring the testimony identify on the record, before the close of the deposition, all protected testimony, and further specify any portions of the testimony that qualify as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” When it is impractical to identify separately each portion of testimony that is entitled to protection, and when it appears that substantial portions of the testimony may qualify for protection, the Party or Non-Party that sponsors, offers, or gives the testimony may invoke on the record (before the deposition is concluded) a right to have up to 20 days after receipt of the official transcript of the testimony to identify the specific portions of the testimony as to which protection is sought and to specify the level of protection being asserted (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”). Only those portions of the testimony that are appropriately designated for protection within the 20 days shall be covered by the provisions of this Stipulated Protective Order.

Transcript pages containing Protected Material must be separately bound by the court reporter, who must affix to each such page the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” as instructed by the Party or nonparty offering or sponsoring the witness or presenting the testimony.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information or item is stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only portions of the information or item warrant protection, the Producing Party, to the extent practicable, shall identify the protected portions, specifying whether they qualify as “Confidential” or as “Highly Confidential – Attorneys’ Eyes Only.”

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items as “Confidential” or “Highly Confidential – Attorneys’ Eyes Only” does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. If material is

appropriately designated as “Confidential” or “Highly Confidential – Attorneys’ Eyes Only” after the material was initially produced, the Receiving Party, on timely notification of the designation, must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Unless a prompt challenge to a Designating Party's confidentiality designation is necessary to avoid foreseeable substantial unfairness, unnecessary economic burdens, or a later significant disruption or delay of the litigation, a Party does not waive its right to challenge a confidentiality designation by electing not to mount a challenge promptly after the original designation is disclosed.

6.2/6.3 Meet and Confer/Judicial Intervention. Any challenge to a confidentiality designation in this action shall be made in accordance with Local Rules 37-1, et seq. The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Until the court rules on the challenge, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non Party in connection with this case only for prosecuting, defending, or attempting to settle the Litigation. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. Upon the latter of the termination of this action and the Taiwan Litigation, a Receiving Party must comply with the provisions of section 11, below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

1 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
2 otherwise ordered by the court or permitted in writing by the Designating Party, a
3 Receiving Party may disclose any information or item designated CONFIDENTIAL only
4 to:

5 (a) the Receiving Party's Outside Counsel of record, as well as
6 employees of said counsel to whom it is reasonably necessary to disclose the information
7 for the Litigation;

8 (b) the officers, directors, and employees (including House Counsel) of
9 the Receiving Party to whom disclosure is reasonably necessary for the Litigation and
10 who have signed the “Agreement to Be Bound by Protective Order” (Exhibit A);

11 (c) Experts (as defined in this Order) of the Receiving Party to whom
12 disclosure is reasonably necessary for the Litigation and who have signed the
13 “Agreement to Be Bound by Protective Order” (Exhibit A);

14 (d) the court and its personnel in this action and, as reasonably necessary,
15 the court, the police or prosecutors and their staff in the Taiwan Litigation;

16 (e) court reporters, their staffs, and professional vendors to whom
17 disclosure is reasonably necessary for the Litigation and who have signed the
18 “Agreement to Be Bound by Protective Order” (Exhibit A);

19 (f) during their depositions, witnesses in this action and/or during in
20 court examinations, witnesses in the Taiwan Litigation, to whom disclosure is reasonably
21 necessary for prosecuting, defending, or attempting to settle the Litigation and who have
22 signed the “Agreement to Be Bound by Protective Order” (Exhibit A). Pages of
23 transcribed deposition testimony or exhibits to depositions that reveal Protected Material
24 must be separately bound by the court reporter and may not be disclosed to anyone
25 except as permitted under this Stipulated Protective Order;

26 (g) the author of the document, the original source of the
27 information, or a person to whom the document or information was provided previously
28 outside this action; and

(h) pursuant to the conditions set forth in Schedule A attached hereto, which is incorporated by reference as if fully set forth herein, parties in the Taiwan Litigation, their counsel of record (as well as employees of said counsel), their officers, directors, and employees (including in-house counsel), and their retained experts, to whom disclosure is reasonably necessary for prosecuting, defending, or attempting to settle the Taiwan Litigation.

7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

(a) the Receiving Party's Outside Counsel of record, as well as employees of said counsel to whom it is reasonably necessary to disclose the information for the Litigation;

(b) the Receiving Party’s House Counsel directly involved in supervision of the Litigation to whom disclosure is reasonably necessary, provided such House Counsel is not involved in business decisions of the Receiving Party as discussed by the Ninth Circuit Court of Appeals in *Brown Bag v. Symantec*, to whom disclosure is reasonably necessary for the Litigation and who have signed the “Agreement to Be Bound by Protective Order” (Exhibit A);

(c) Experts (as defined in this Order) (1) to whom disclosure is reasonably necessary for the Litigation and (2) who have signed the “Agreement to Be Bound by Protective Order” (Exhibit A);

(d) the court and its personnel in this action and, as reasonably necessary, the court, the police or prosecutors and their staff in the Taiwan Litigation;

(e) court reporters, their staffs, and professional vendors to whom disclosure is reasonably necessary for the Litigation and who have signed the “Agreement to Be Bound by Protective Order” (Exhibit A); and

(f) the author of the document or a recipient of the document as shown on the face of the document; and

(g) pursuant to the conditions set forth in Schedule A attached hereto, which is incorporated by reference as if fully set forth herein, counsel of record for the parties in the Taiwan Litigation (as well as employees of said counsel), the in-house counsel of said parties who is directly involved in supervision of the Taiwan Litigation (provided such in-house counsel is not involved in business decisions of the party as discussed by the Ninth Circuit Court of Appeals in *Brown Bag v. Symantec*), and the retained experts of said parties, to whom disclosure is reasonably necessary for prosecuting, defending, or attempting to settle the Taiwan Litigation.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION.

If a Receiving Party is served with a subpoena or an order or other lawful court process issued in other litigation that would compel disclosure of any information or items designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” the Receiving Party must so notify the Designating Party, in writing (by fax, if possible) immediately and in no event more than three court days after receiving the subpoena or order. Such notification must include a copy of the subpoena or court order.

The Receiving Party also must immediately inform in writing the party who caused the subpoena or order to issue in the other litigation that some or all the material covered by the subpoena or order is the subject of this Protective Order. In addition, the Receiving Party must deliver a copy of this Stipulated Protective Order promptly to the party in the other action that caused the subpoena or order to issue.

The purpose of imposing these duties is to alert the interested parties to the existence of this Protective Order and to afford the Designating Party in this case an opportunity to try to protect its confidentiality interests in the court from which the subpoena or order issued. The Designating Party shall bear the burdens and the expenses

1 of seeking protection in that court of its confidential material and nothing in these
2 provisions should be construed as authorizing or encouraging a Receiving Party in this
3 action to disobey a lawful directive from another court.

4 **9. UNAUTHORIZED DISCLOSURE OF PROTECTED**
5 **MATERIAL.**

6 If a Receiving Party learns that, by inadvertence or otherwise, it has
7 disclosed Protected Material to any person or in any circumstance not authorized under
8 this Stipulated Protective Order, the Receiving Party must immediately: (a) notify in
9 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to
10 retrieve all copies of the Protected Material, (c) inform the person or persons to whom
11 unauthorized disclosures were made of all the terms of this Order, and (d) request such
12 person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is
13 attached hereto as Exhibit A.

14 **10. FILING PROTECTED MATERIAL.**

15 Without written permission from the Designating Party or a court order
16 secured after appropriate notice to all interested persons, a Party may not file in the
17 public record in this action any Protected Material. A Party that seeks to file under seal
18 any Protected Material in this action must comply with Civil Local Rule 79-5. A Party
19 wishing to file any Protected Material in the Taiwan Litigation shall be bound by the
20 provisions of Schedule A, attached hereto and incorporated as if fully set forth herein.

21 **11. FINAL DISPOSITION.**

22 Unless otherwise ordered or agreed in writing by the Producing Party,
23 within sixty days after the final termination of the latter of this action or the Taiwan
24 Litigation, each Receiving Party must return all Protected Material in the Receiving
25 Party’s possession, custody or control to the Producing Party. As used in this
26 subdivision, “all Protected Material” includes all copies, abstracts, compilations,
27 summaries or any other form of reproducing or capturing any of the Protected Material.
28 With permission in writing from the Designating Party, the Receiving Party may destroy

1 some or all of the Protected Material in the Receiving Party's possession, custody or
 2 control instead of returning it. Whether the Protected Material is returned or destroyed,
 3 the Receiving Party must submit a written certification to the Producing Party (and, if not
 4 the same person or entity, to the Designating Party) by the sixty day deadline that
 5 identifies (by category, where appropriate) all the Protected Material that was
 6 returned or destroyed and that affirms that the Receiving Party has not retained any
 7 copies, abstracts, compilations, summaries or other forms of reproducing or capturing
 8 any of the Protected Material. Notwithstanding this provision, Counsel are entitled to
 9 retain an archival copy of all pleadings, motion papers, discovery, transcripts, legal
 10 memoranda, correspondence or attorney work product, even if such materials
 11 contain Protected Material. Any such archival copies that contain or constitute Protected
 12 Material remain subject to this Protective Order as set forth in Section 4 (DURATION),
 13 above.

14 **12. MISCELLANEOUS**

15 12.1 Right to Further Relief. Nothing in this Order abridges the right of
 16 any person to seek its modification by the Court in the future.

17 12.2 Right to Assert Other Objections. By stipulating to the entry of this
 18 Protective Order no Party waives any right it otherwise would have to object to
 19 disclosing or producing any information or item on any ground not addressed in this
 20 Stipulated Protective Order. Similarly, no Party waives any right to object on any ground
 21 to use in evidence of any of the material covered by this Protective Order.

22 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

23
 24 Dated: July 16, 2013

GREENBERG TRAURIG, LLP

25
 26 By: /s/ Valerie W. Ho

Valerie W. Ho

27 *Attorneys for Plaintiffs and Counterclaim*
 28 *Defendants CatchPlay Inc. (Cayman)*
and CatchPlay Inc. (Taiwan)

1 Dated: July 16, 2013

WEINGARTEN BROWN LLP

3 By: /s/ Alex M. Weingarten
4 Alex M. Weingarten
5 *Attorneys for Defendant Johnny Lin and*
6 *Defendant-Counterclaimant Studio Solutions*
7 *Group, Inc.*

8 *Pursuant to Local Civil Rule 5-4.3.4(a)(2)(i), I hereby attest that Alex M.*
9 *Weingarten, on whose behalf this filing is jointly submitted, has concurred in this filing's*
10 *content and has authorized me to file this document.*

11 By: /s/ Valerie W. Ho

12
13 IT IS SO ORDERED.

14
15
16 Dated: August 9, 2013

/s/
17 Hon. Jacqueline Chooljian
18 Magistrate Judge, United States District Court
19
20
21
22
23
24
25
26
27
28

SCHEDULE A

USE OF PROTECTED MATERIAL IN TAIWAN LITIGATION

1
2
3 1. CatchPlay agrees that, in the event CatchPlay wishes to file any Protected
4 Materials in the Taiwan Litigation, it shall not publicly disclose Protected Materials
5 produced by Defendants, and to instead take reasonable measures to only submit such
6 materials, if at all, in compliance with Taiwan law, in a manner that ensures access only
7 by the permitted persons identified in Section 7 of this Order.

8 2. CatchPlay agrees that it will not file or otherwise use in the Taiwan
9 Litigation any bank statement(s), copies of cancelled checks, or any other banking
10 information of SSG, Johnny Lin or any entity partially or wholly owned by SSG and/or
11 Johnny Lin produced in this litigation by SSG, Johnny Lin or by any third party ("Bank
12 Records"), except that CatchPlay may file or otherwise use such Bank Records in the
13 Taiwan Litigation, in accordance with the provisions of this Order, to the extent
14 CatchPlay reasonably believes the records reflect payment to or from Wayne Chang,
15 Wayne Chang affiliated entities, and/or Wayne Chang affiliated individuals.

16 3. To the extent any person or entity, who is not a permitted person identified
17 in Section 7 of this Order, makes a request to the Taiwanese court for access to court
18 filings that contain Protected Materials produced by Defendants, or otherwise seeks
19 access to Protected Materials produced by Defendants through some other procedure
20 under Taiwan law, CatchPlay agrees to oppose such request(s), pursuant to Taiwan law,
21 using its best efforts and exhausting all lawful options to oppose such attempt(s) to obtain
22 access.

23 4. CatchPlay agrees to be bound by this Amended Stipulated Protective Order
24 and agrees not to voluntarily allow, absent a Taiwanese court order, any person or entity,
25 with the exception of those enumerated in Section 7 of this Order, to access Protected
26 Materials produced by Defendants.

27 5. As part of its discovery obligations in this action, CatchPlay agrees to
28 produce in this action any and all court filings, with attachments, made by any party in

1 the Taiwan Litigation, provided such documents are accessible to CatchPlay and may be
2 produced under Taiwan Law.

3 Executed on July _____, 2013, in Taipei, Taiwan, for and on behalf of Plaintiffs
4 CatchPlay Inc. (Cayman) and CatchPlay Inc. (Taiwan):

5
6 _____
7 Dr. Chung-Teh Lee,
8 *Taiwanese Counsel for Plaintiffs CatchPlay*
9 *Inc. (Cayman) and CatchPlay Inc. (Taiwan)*

10
11 Executed on July 16, 2013, in Los Angeles, California, for and on behalf of
12 Plaintiffs CatchPlay Inc. (Cayman) and CatchPlay Inc. (Taiwan):

13 _____
14 */s/ Valerie W. Ho*
15 Valerie W. Ho
16 *U.S. Counsel for Plaintiffs CatchPlay Inc.*
17 *(Cayman) and CatchPlay Inc. (Taiwan)*

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____, of _____, declare under penalty of perjury that I have read in its entirety and understand the Amended Stipulated Protective Order that was issued by the United States District Court for the Central District of California on August 9, 2013 in the case of **CATCHPLAY, ET AL. V. STUDIO SOLUTIONS GROUP, ET AL. USDC CENTRAL DISTRICT OF CALIFORNIA CASE NO. CV12-07525 GW (JCx)**. I agree to comply with and to be bound by all the terms of this Amended Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Amended Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Amended Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ of _____ as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Amended Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____